

1 Ford Greene  
California State Bar No. 107601  
2 HUB LAW OFFICES  
711 Sir Francis Drake Boulevard  
3 San Anselmo, California 94960-1949  
Telephone: 415.258.0360  
4 Telecopier: 415.456.5318

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5 Attorney for Defendants  
GERALD ARMSTRONG and THE  
6 GERALD ARMSTRONG CORPORATION

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF MARIN

10	CHURCH OF SCIENTOLOGY INTERNATIONAL, )	No. 157 680
11	a California not-for-profit )	
12	religious corporation, )	AMENDED
13	Plaintiff, )	SEPARATE STATEMENT OF
14	vs. )	UNDISPUTED MATERIAL
15	GERALD ARMSTRONG; MICHAEL WALTON; )	FACTS IN SUPPORT OF
16	THE GERALD ARMSTRONG CORPORATION )	DEFENDANT ARMSTRONG'S
17	a California for-profit )	MOTION FOR SUMMARY
18	corporation; DOES 1 through 100, )	JUDGMENT
19	inclusive, )	
20	Defendants. )	Date: September 9, 1994
21	)	Time: 9:00 a.m.
22	)	Dept: One
23	)	Trial Date: 9/29/94

20 Defendant Gerald Armstrong submits the following amended  
21 undisputed material facts <sup>1</sup>/ with reference to supporting evidence  
22 pursuant to Code of Civil Procedure section 437c (b). By reason  
23 of these facts, every essential element of defendant's defense to  
24 plaintiff's case pursuant to the First Amendment is established.  
25 Defendant is entitled to judgment as a matter of law.

26  
27 <sup>1</sup> This amended separate statement is submitted in the  
28 place of the initial separate statement that was filed herein on  
August 12, 1994, in order to correct certain errors in the  
citations.



1 UNDISPUTED FACT

EVIDENTIARY SUPPORT

2 ISSUE NO. 1: In its first, second and third causes of action for  
3 fraudulent conveyance and conspiracy to engage in the same,  
4 Scientology is unable to prove the element that when Armstrong  
5 divested himself of his assets he was rendered insolvent.

6  
7 1. In its verified complaint  
8 CSI alleges that Armstrong  
9 entered a settlement contract  
10 in 1986 which contained  
11 certain "confidentiality  
12 provisions" and "liquidated  
13 damages" provisions.

Request for Judicial Notice,  
Verified Complaint to Set  
Aside Fraudulent Transfers and  
for Damages; Conspiracy  
("Complaint"), Exh. A at ¶ 1,  
p.2:11-19.

14  
15 2. The complaint alleges  
16 that in February 1990  
17 "Armstrong began to take a  
18 series of actions which  
19 directly violated the  
20 provisions of the Agreement"  
21 and, in order to protect  
22 himself against the liquidated  
23 damages provisions, without  
24 consideration he fraudulently  
25 conveyed all of his real and  
26 personal property to co-  
27 defendant Walton, The Gerald  
28 Armstrong Corporation and Doe

Request for Judicial Notice,  
Complaint, Exh. A at ¶ 2, p.  
2:20-27.

1 defendants.

2

3 3. The first cause of action  
4 contends that Armstrong was an  
5 owner of real property  
6 situated at 707 Fawn Drive,  
7 San Anselmo and that on August  
8 24, 1990 Armstrong's transfer  
9 of the property was made with  
10 the actual intent to hinder,  
11 delay or defraud its  
12 collection of damages.

Request for Judicial Notice,  
Complaint, Exh. A at ¶ 29, p.  
9:9-12.

13

14 4. CSI alleges that at the  
15 time he made such transfer  
16 Armstrong intended in the  
17 future to engage in conduct  
18 breaching the contract, that  
19 he would become subject to  
20 damages in consequence of said  
21 breaches, "and for which he  
22 would have rendered himself  
23 judgment-proof."

Request for Judicial Notice,  
Complaint, Exh. A at ¶30,  
p.9:13-18.

24

25 5. The complaint alleges  
26 that Armstrong did not receive  
27 reasonably equivalent value in  
28 exchange for the transfer of

Request for Judicial Notice,  
Complaint, Exh. A at ¶31, p.  
9:24-26.



1 his interest in the real  
2 property.

3  
4 6. The second cause of  
5 action contends that Armstrong  
6 transferred \$41,500.00 in cash  
7 and \$1,000,000 in stock in The  
8 Gerald Armstrong Corporation  
9 with the intend to defraud CSI  
10 and without receiving  
11 reasonably equivalent value in  
12 exchange for his transfer of  
13 said assets.

Request for Judicial Notice,  
Complaint, Ex. A at ¶¶ 34-39,  
p.10:18 - 12:2

14  
15 7. After Armstrong divested  
16 himself of his assets he was  
17 not insolvent because his  
18 debts did not exceed his  
19 assets.

Evidence, Exh. 1, Declaration  
of Gerald Armstrong at ¶ 7, p.  
6:20-22.

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1 ISSUE NO. 2: Scientology is unable to prove the first, second  
2 and third causes of action because it is constitutionally  
3 prohibited from litigating the truth or validity of Armstrong's  
4 protected religious belief that God directed him to divest himself  
5 of his material possessions.

6  
7 8. Gerald Armstrong Evidence, Exh. 1(A),  
8 ("Armstrong") is a religious Declaration of Nancy Rodes;  
9 figure. Exh. 1(B), Certificate of  
10 Saint.

11  
12 9. In 1986 Armstrong founded Evidence, Exh. 1(C),  
13 a church. Armstrong's deposition taken  
14 in the case of Scientology v.  
15 Joseph Yanny, Los Angeles  
16 Superior Court No. BC 033035  
17 ("Yanny II") at 324:24 -  
18 325:1.

19  
20 10. Armstrong's church has a Evidence, Exh. 1(C),  
21 "belief," a "corollary" and Armstrong's deposition in  
22 the "obvious." Yanny II at 320:15.

23  
24 11. The belief of Armstrong's Evidence, Exh. 1(C),  
25 church is that when members of Armstrong's deposition in  
26 the church are together God is Yanny II, at 320:20 - 321:9.  
27 present; the corollary is that  
28 whatever is said or done when



1 members of the church are  
2 together is sacred; the  
3 obvious is that it has always  
4 been so, is now and forever  
5 will be.

6

7 12. In March, 1992  
8 Armstrong's church had 30  
9 members.

Evidence, Exh. 1(C),  
Armstrong's deposition in  
Yanny II, at 318:13.

10

11 13. In August, 1990, as a  
12 consequence of his prayer to  
13 God for guidance in his  
14 distress at the time of the  
15 military buildup in the Middle  
16 East following Iraq's  
17 conquering of Kuwait,  
18 Armstrong was told by Him to  
19 give away his worldly wealth.

Evidence, Exh. 1(D),  
Declaration of Armstrong, at ¶  
15, p.15:6 - 15:7, ¶ 24,  
p.29:13 - 29:22, ¶ 33, p.  
42:13-17, ¶ 58, p.74:18 -  
74:23; Exh. 1(E), Armstrong's  
prayer to God and His answer;  
Exh. 1(F) Armstrong's  
deposition in Scientology v.  
Armstrong, Los Angeles  
Superior Court No. BC 052395  
("Armstrong II"), at 268:4 -  
268:15; Exh. 1(G), Deposition  
of Michael Walton ("Walton")  
in Armstrong II, at 40:1 -  
40:13; Exh. 1(H), Armstrong's  
deposition herein, at 74:9 -  
75:17, 77:18 -24, 78:17 -

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14. As a result of God's Answer, in August, 1990 Armstrong transferred his interest in the house ("Fawn house") he lived in to the co-owner Walton, released to Walton his control of funds allocated for the Fawn house, and forgave a debt owed him.

15. As a result of God's Answer, in August, 1990 Armstrong transferred to his friends Lorien Phippeny, Michael Douglas, Nancy Rodes, and Walton his stock in The Gerald Armstrong Corporation ("TGAC").

79:9; Exh. 1(I), Walton's deposition herein, at 29:3 - 30:10.  
  
Evidence, Exh. 1(D), Declaration of Armstrong, at ¶ 30, p.39:22 - 40:16, ¶ 33, p.43:2-3; Exh. 1(F), Armstrong's deposition in Armstrong II, at 268:2 268:20 - 269:11; Exh. 1(G), Walton's deposition in Armstrong II, at 39:9 - 39:25, 40:22 - 41:12; Exh. 1(H), Armstrong's deposition herein, at 75:17 - 75:25, 79:18 - 82:25; Exh. 1(I), Walton's deposition herein, at 19:5 - 19:17, 27:2 -28:2, 30:11 - 32:1.  
  
Evidence, Exh. 1(D), Declaration of Armstrong, at ¶ 33, p.43:3 - 43:5; Exh. 1(H), Armstrong's deposition herein dated March 17, 1994, at 76:1 - 76:14, 84:23 - 85:3, 86:1 - 86:11, 90:12 - 90:18, 91:8 - 91:12.



1 16. As a result of God's  
2 Answer, in August, 1990  
3 Armstrong forgave all debts  
4 owed to him.

Evidence, Exh. 1(D),  
Declaration of Armstrong, at ¶  
33, p.43:6, ¶ 58, p. 74:19 -  
74:21; Exh. 1(H), Armstrong's  
deposition herein, at 25:20 -  
33:5, 39:16 - 40:14, 86:24 -  
87:19; Exh. 1(J), Letter from  
Armstrong to Andrew Armstrong;  
Exh. 1(K), Letter from  
Armstrong to Lorrie Eaton;  
Exh. 1(L), Letter from  
Armstrong to Jerry Solfvin;  
Exh. 1(M), Letter from  
Armstrong to Bruce, Tricia and  
Anne-Leigh (Dawson Family);  
Exh. 1(N), Letter from  
Armstrong to Michael and Kima  
Douglas ("Douglasses"); Exh.  
1(O), Letter from Douglasses to  
Armstrong; Exh. 1(P),  
Promissory Note from Douglasses  
to Armstrong; Exh. 1(Q),  
Promissory Note from Douglasses  
to Armstrong; Exh. 1(R),  
Promissory Note from Douglasses  
to Armstrong; Exh. 1(S) Note  
from Douglasses to Armstrong.

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<p>1 17. Armstrong's giving away  2 of his wordly wealth comports  3 with the words of Christ found  4 in the Christian Bible.  5</p> <p>6 18. Christ promises in the  7 Bible "treasure in heaven" and  8 "everlasting life" for the  9 relinquishment of wordly  10 wealth, the forsaking of  11 houses.  12</p> <p>13 19. Armstrong's relinquishment  14 of wordly wealth has led to  15 his gaining of Christ's  16 promises.  17</p> <p>18 20. The value of treasure in  19 heaven and everlasting life is  20 greater than the value of  21 Armstrong's interest in the  22 Fawn house, the Fawn house  23 monies, TGAC stock, and all  24 debts owed to him.  25</p> <p>26 21. It was never Armstrong's  27 intention to transfer his  28 assets for the purpose of</p>	<p>Evidence, Exh. 1(D),  Declaration of Armstrong, at ¶  25, p. 30:1 - 32:9.</p> <p>Request for Judicial Notice,  Gospel According to St.  Matthew, Chapter 19, Exh. B,  at verses 16 - 30.</p> <p>Evidence, Exh. 1(D),  Declaration of Armstrong, at ¶  15, p.16:2 - 16:10.</p> <p>Evidence, Exh. 1(D),  Declaration of Armstrong, at ¶  15, p.16:2 - 16:10, ¶ 24,  p.29:22 - 29:26, ¶ 25, p.30:5  - 30:8, ¶ 28, p.38:15 - 38:21,  ¶ 30, p. 40:23 - 41:1.</p> <p>Evidence, Exh. 1(D),  Declaration of Armstrong, at ¶  15, p.13:22 - 13:23, 14:17 -</p>
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1 rendering himself "judgment 15:10.  
2 proof" so as to avoid his  
3 legal responsibilities.  
4  
5

6 22. Armstrong had no Evidence, Exh. 1, Declaration  
7 agreement, secret or of Armstrong at ¶ 7, p. 6:23-  
8 otherwise, with any of the 28.  
9 beneficiaries of his gifts of  
10 his assets or his forgiving of  
11 debts owed to him in August,  
12 1990 whereby any of said  
13 beneficiaries are holding such  
14 assets or amounts owed in  
15 trust for him, or otherwise  
16 have an intent to return such  
17 assets or amounts owed to him.  
18

19 23. In August, 1990, Evidence, Exh. 1, Declaration  
20 Armstrong had no intent to of Armstrong at ¶ 9, p. 7:1-3.  
21 violate the settlement  
22 contract and no intent to  
23 deprive Scientology of its  
24 ability to collect damages  
25 owed to it.  
26

27 24. In August, 1990, Evidence, Exh. 1, Declaration  
28 Armstrong had not engaged in of Armstrong at ¶ 10, p. 7:4-



1 any conduct that could  
2 possibly be construed as  
3 having violated the settlement  
4 contract, with the exception  
5 of requesting permission from  
6 the Court of Appeal to  
7 participate in the litigation  
8 of his own appeal, which  
9 paragraph 4 of the settlement  
10 contract prohibited him from  
11 doing. In support of his  
12 request for permission to so  
13 participate in his appeal he  
14 submitted the settlement  
15 contract under seal.

11; Exh. 1(T), Order of the  
Court of Appeal permitting  
Armstrong to respond

17 **ISSUE NO. 3: Scientology cannot overcome Armstrong's first**  
18 **affirmative defense based on the religious liberty clauses of the**  
19 **state and federal constitutions.**

21 25. Armstrong's First  
22 Affirmative Defense in his  
23 Verified Answer states:  
24 "Plaintiff is barred from  
25 bringing this action against  
26 Armstrong on the grounds that  
27 the complaint and the  
28 "agreement" on which it is

Request for Judicial Notice,  
Exh. C., Verified Answer of  
Gerald Armstrong at ¶47,  
p.9:10.

1 based seek to attack, limit  
2 and deny Armstrong's right to  
3 freedom of religion guaranteed  
4 by the state and federal  
5 constitutions."

6  
7 26. Plaintiff herein, Church  
8 of Scientology International  
9 ("CSI") is a non-profit  
10 religious corporation.

11  
12 27. CSI's management policies  
13 and directives are  
14 "scripture."

15  
16  
17  
18  
19 28. CSI's "scriptures" direct  
20 that its "scriptures" must be  
21 followed.

Request for Judicial Notice,  
Complaint, Exh. A at p. 3:14-  
18, ¶ 3.

Evidence, Exh. 1(U),  
Deposition herein of Lynn  
Farny ("Farny"), Secretary and  
representative of CSI, at  
144:17-145:5, 146:6-13, 147:10  
-14, 148:6-13.

Evidence, Exh. 1(U),  
Deposition of Farny at 147:10-  
24; 208:9-209:17; 210:19-  
212:15; 213:11-214:8; 224:8-  
225:12; Exh. 1(V) Hubbard  
Communications Policy Letter  
"Verbal Tech: Penalties;" Exh.  
1(W) Hubbard Communications  
Policy Letter "Policy: Source  
Of;" Exh. 1(X) Hubbard



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Communications Policy Letter  
"Seniority of Orders;" Exh.  
1(Y) Hubbard Communications  
Policy Letter "Policy and  
Orders"

29. In CSI's "scriptures,"  
"Suppressive Persons" or  
"Suppressive Groups" are  
defined as follows: "A  
SUPPRESSIVE PERSON or GROUP is  
one that actively seeks to  
suuppress or damage  
Scientology or a Scientologist  
by suppressive acts."

Evidence, Exh. 1(U),  
Deposition of Farny at 244:1-  
5, 251:12-252:7; Exh. 1(Z)  
Hubbard Communications Policy  
Letter "Suppressive Acts -  
Suppresion of Scientology and  
Scientologists" at p. 1.

30. CSI declared Armstrong a  
"Suppressive Person" in 1982  
and has considered him a  
"Suppressive Person" ever  
since.

Evidence, Exh. 1(U),  
Deposition of Farny at 250:24-  
251:7; Exh. 1(AA), Flag  
Conditions Order 6664; Exh.  
1(BB), Flag Conditions Order  
6664R; Exh. 1(CC) Flag  
Executive Directive 2830RB  
"Suppressive Persons and  
Suppressive Groups List," at  
p. 4, column 3.

31. In CSI's "scriptures,"

Evidence, Exh. 1(U),

1 "Squirrels" are people with  
2 the "ecclesiastical" status of  
3 engaging in actions "that were  
4 destructive and aimed at the  
5 enslavement rather than the  
6 freedom of man."

Deposition of Farny at 301:11-  
302:1.

7  
8 32. CSI has considered  
9 Armstrong a "Squirrel" since  
10 1984.

Evidence, Exh. 1(U),  
Deposition of Farny at 300:21-  
301:3, 302:2-302:22; Exh.  
1(DD), Office of Special  
Affairs International  
Executive Directive No. 19  
"Squirrels."

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16 33. Included in the  
17 "scriptures" of CSI is the  
18 concept of "Fair Game."

Evidence, Exh. 1, Declaration  
of Armstrong at ¶ 11, p. 7:14;  
Exh. 1(EE), Hubbard  
Communications Policy Letter  
"Penalties for Lower  
Conditions."

19  
20  
21  
22  
23 34. The Fair Game policy in  
24 CSI's "scriptures" states:  
25 "ENEMY - SP (Suppressive  
26 Person) Order. Fair Game. May  
27 be deprived of property or  
28 injured by any means by any

Evidence, Exh. 1(EE), Hubbard  
Communications Policy Letter  
"Penalties for Lower  
Conditions."



1 Scientologist without any  
2 discipline of the  
3 Scientologist. May be  
4 tricked, sued or lied to or  
5 destroyed."

6  
7 35. Included in CSI's  
8 "scriptures" is a policy by  
9 Hubbard which purports to  
10 cancel "Fair Game."

11  
12  
13 36. The "cancellation" of  
14 Fair Game is of the name only,  
15 and does not affect the way  
16 SPs are to be treated.

17  
18 37. Fair Game has been  
19 judicially recognized as a  
20 practice of Scientology since  
21 1976.

22  
23  
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27  
28 38. Fair Game has been

Evidence, Exh. 1, Declaration  
of Armstrong at ¶ p. 7:16,  
Exh. 1(FF), Hubbard  
Communications Policy Letter  
"Cancellation of Fair Game."

Evidence, Exh. 1, Declaration  
of Armstrong at ¶ 11, p. 7:18

Request for Judicial Notice,  
opinion Allard v. Church of  
Scientology, (1976) 58 C.A.3d  
439, 129 Cal.Rptr.797, Exh. D  
at 443; Wollersheim v. Church  
of Scientology, (1989) 212  
Cal.App.3d 872, 260  
Cal.Rptr.331, Exh. E, at 335,  
336, 341, 342, 345, 346, 347.

Request for Judicial Notice,

1 judicially recognized as a  
2 practice of Scientology toward  
3 Armstrong from 1984 through  
4 1991.

Memorandum of Intended  
Decision filed June 22, 1984  
in Church of Scientology v.  
Gerald Armstrong, Los Angeles  
Superior Court No. C 420153,  
Exh. F at 8:18-21, Appendix at  
13:15-22; opinion Church of  
Scientology v. Gerald  
Armstrong (1991) 232  
Cal.App.3d 1060, 283  
Cal.Rptr.917, Exh. G at 920.

14 39. In CSI's "scriptures,"  
15 "Black Propaganda" is defined  
16 as follows:

17 "The world is full of  
18 madmen.

19 The basic characteristic  
20 of extreme madness is perpetual  
21 attack, attacks on anything,  
22 attacks on persons or things  
23 which contain no menace.

24 Extreme, not petty, crime  
25 is at the root of such an  
26 impulse.

27 The attacker has an evil  
28 purpose in life. He is a

Evidence, Exh. 1(U),  
Deposition of Farny at 448:10-  
24; Hubbard Communications  
Policy Letter "How to Handle  
Black Propaganda - Rumors and  
Whispering Campaigns," Exh.  
1(GG); Hubbard Communications  
Policy Letter "Black PR," Exh.  
1(HH).



1 thing of death, not life. And  
2 his harvest is a death  
3 harvest.

4       Such a person feels he  
5 cannot be safe unless  
6 everything else is dead.

7       His evil purpose takes  
8 many forms and expressions.  
9 The end product is the same-  
10 death. ... Where an attacker  
11 lacks the physical means of  
12 destroying others and where  
13 his own purpose would fail if  
14 disclosed, the attacks become  
15 covert.

16       He uses word of mouth,  
17 press media, any communication  
18 channel to spit his venom. He  
19 hides himself as the source,  
20 he makes the verbal attack  
21 seem logical or real or  
22 proven.

23       He counts on the  
24 utterances being picked up or  
25 distorted and passed on by the  
26 more base people in the  
27 society.

28       This is Black Propaganda.

1 It is intended to reduce a  
2 real or imagined enemy, hurt  
3 his income and deny him  
4 friends and support....

5 Black Propaganda is  
6 essentially a fabric of lies.

7  
8 40. According to CSI,  
9 Armstrong has engaged in  
10 "Black Propaganda" against  
11 Scientology.

Evidence, Exh. 1(U),  
Deposition of Farny at 448:25-  
449:5

12  
13 41. According to CSI,  
14 Armstrong has engaged in  
15 "Black Propaganda" against  
16 Scientology when he testified  
17 in deposition pursuant to  
18 subpoena.

Evidence, Exh. 1(U),  
Deposition of Farny at 449:13-  
450:8.

19  
20  
21 42. According to CSI,  
22 Armstrong's testimony in  
23 litigation is "made up"  
24 "schtick," his "declarations  
25 are phony and .... contain  
26 lies," and he lied in  
27 testimony about Scientology  
28 and its founder.

Evidence, Exh. 1(U),  
Deposition of Farny at 334:20-  
335:15, 385:24-386:5



1 43. Included in the  
2 "scriptures" of CSI is an  
3 article by Hubbard entitled  
4 "Dissemination of Material"  
5 which is published in a  
6 booklet entitled "Magazine  
7 Articles on Level 0  
8 Checksheet."

Evidence, Exh. 1, Declaration  
of Armstrong at ¶ 12. p. 7:22;  
article "Dissemination of  
Material" from "Magazine  
Articles on Level 0  
Checksheet," Exh. 1(II).

9  
10 44. In "Dissemination of  
11 Materials" Hubbard directs his  
12 organization personnel as  
13 follows:

Article "Dissemination of  
Material," Exh. 1(II) at  
pp.54, 55.

14 "The DEFENSE of anything  
15 in UNTENABLE. The only way to  
16 defend anything is to ATTACK,  
17 and if you ever forget that,  
18 then you will lose every  
19 battle you are ever engaged  
20 in, whether it is in terms of  
21 personal conversation, public  
22 debate, or a court of law.  
23 NEVER BE INTERESTED IN  
24 CHARGES. DO, yourself, much  
25 MORE CHARGING and you will  
26 WIN. And the public, seeing  
27 that you won, will then have a  
28 communication line to the

1 effect that Scientologists  
2 WIN. Don't ever let them have  
3 any other thought than that  
4 Scientology takes all its  
5 objectives."

6 .....

7 "The law can be used very  
8 easily to harass, and enough  
9 harassment on somebody who is  
10 simply on the thin edge  
11 anyway, well knowing that he  
12 is not authorized, will  
13 generally be sufficient to  
14 cause his professional  
15 decease. If possible, of  
16 course, ruin him utterly."

17  
18 45. CSI personnel in its  
19 "Legal Bureau."

Evidence, Exh. 1(U),  
Deposition of Farny at 7:16-  
9:8, 179:12-16.

20  
21  
22 46. CSI considers the  
23 personnel in its Legal Bureau  
24 are performing "eccliastical"  
25 duties.

Evidence, Exh. 1(U),  
Deposition of Farny at 141:3-  
142:22, 182:7- 21, 183:19-  
184:23

26  
27 47. The "ecclesiastical"  
28 duties in CSI's Legal Bureau

Evidence, Exh. 1(U),  
Deposition of Farny at 184:19-



1 include dealing with all the  
2 litigation involving  
3 Armstrong.

23, 245:20-23.

4  
5 48. Testifying falsely or  
6 giving data against  
7 Scientology falsely or in  
8 generalities or without  
9 personal knowledge of the  
10 matters to which one testifies  
11 is considered a "suppressive  
12 act" in Scientology.

Evidence, Exh. 1(U),  
Deposition of Farny at 256:9-  
17.

13  
14 49. Public statements against  
15 Scientology or Scientologists  
16 but not to Committees of  
17 Evidence duly convened are  
18 considered "suppressive acts"  
19 in Scientology.

Evidence, Exh. 1(U),  
Deposition of Farny at 261:4-  
11.

20  
21 50. Testifying falsely or  
22 giving data against  
23 Scientology falsely or in  
24 generalities or without  
25 personal knowledge of the  
26 matters to which one  
27 testifies, and public  
28 statements against Scientology

Evidence, Exh. 1(U),  
Deposition of Farny at 261:12-  
25.

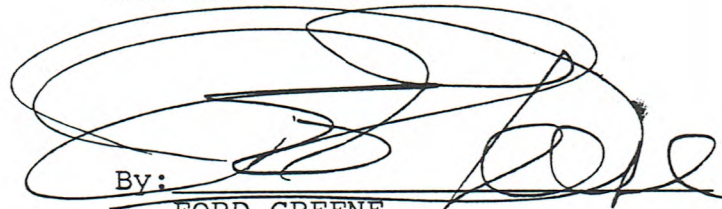
1 or Scientologists but not to  
2 Committees of Evidence duly  
3 convened are considered by CSI  
4 to be the "exclusive purview  
5 of the ecclesiastical authority  
6 to adjudicate.

7  
8 51. CSI seeks in its  
9 litigation against Armstrong  
10 to prevent him from testifying  
11 against Scientology, and from  
12 making public statements  
13 against Scientology or  
14 Scientologists, and seeks to  
15 have the Courts punish him for  
16 so doing.

17 DATED: August 15, 1994

Request for Judicial Notice,  
Verified Second Amended  
Complaint in Armstrong II,  
Exh. H

HUB LAW OFFICES



By: FORD GREENE  
Attorney for Defendant



